REMARKS/ARGUMENTS

1.)   **Claim Amendments**

Claims 1-21 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the following remarks.

2.)   **Claim Rejections – 35 U.S.C. § 102 (e)**

The Examiner rejected claims 1, 18-19 and 21 under 35 U.S.C. § 102(e) as being anticipated by Kouketsu et al. (US 2003/0149641). The Applicant respectfully traverses the Examiner's rejection. In view of the above amendments and the following remarks, the Examiner's favorable reconsideration is respectfully requested.

For anticipation, a single reference must identically disclose every element of the claimed invention. Corning Glass Works v. Sumitomo Electric, 9 USPQ 2d 1962, 1965 (Fed. Cir. 1989). A reference that excludes a claimed element, no matter how insubstantial or obvious, is enough to negate anticipation. Connell v. Sears, Roebuck & Co., 220 USPQ 193, 198 (Fed. Cir. 1983). Applicant respectfully submits that claims 1, 18-19 and 21 are not anticipated by Kouketsu and are, therefore, allowable under 35 U.S.C. § 102(e) for the reasons stated below.

The Applicant respectfully submits that claims 1, 18-19 and 21 are allowable under 35 U.S.C. § 102(e) because Kouketsu does not identically disclose all of these recited elements: (1) a registration message including <u>service capability information</u> for the service provider; or (2) sending <u>an identity of the service provider</u> from the presence server to the plurality of service users upon the presence server determining that the <u>service capability information</u> provided by said service provider <u>matches said subscriber service subscribed by said plurality of service users</u>.

The Examiner stated that Kouketsu provides a registration message including service capability information for the service provider. To the contrary, the cited portion of Kouketsu merely discloses a targeted e-mail broadcast by the service provider:

> [0140] Next explained is the **process of sending e-mail from a service provider 38 to a service user terminal 34**. First, the service provider terminal 38 establishes a connection to the administration server 12. Then

the service provider terminal 38 automatically logs in to the administration server 12, utilizing the authentication hardware key 61.

[0141] Next, **the service provider limits the range of e-mail target service users among those on its member list in the shop member database** 30a, using the database management system 28c based on appropriate conditions.

[0142] Using the WWW server 28a, **the service provider inputs to the administration server 12 the contents of the e-mail to be sent.**

[0143] When the service provider has written the e-mail, he/she clicks a button on the display arranged at an appropriate position. Then **the written e-mail content is sent to the mail server 28b in the administration server 12**.

[0144] The mail server 28b gets the information the target service user may want from the category database 30j, attaches the information data 29 meeting each service user's needs to the contents of e-mail written by the service provider, and **sends the e-mail to the service user terminal 34 of each service user**. Note that such information data 29 about service providers belonging to the same business category as the current service provider that has written the e-mail is not attached to the e-mail.

(Pages 10-11 (emphasis added)). A service provider limiting the range of e-mail target service users based on appropriate selection conditions is not the same as a service provider sending a registration message that includes service capability information for the service provider to a presence server. Accordingly, the Applicant respectfully submits that Kouketsu does not identically disclose all of the recited elements in claims 1, 18-19 and 21.

The Examiner also stated that Kouketsu sends an identity of the service provider from the presence server to the plurality of service users upon the presence server determining that the service capability information provided by said service provider matches said subscriber service subscribed by said plurality of service users. To the contrary, the cited portions of Kouketsu merely disclose the user enrolling with the

service (page 10, [0132]), the service provider logging onto the administration server (pages 8-9, [114]), and the user enrolling as a shop member (page 10, [0132]). As a result, Kouketsu does not identically disclose sending an identity of the service provider...upon...determining that the service capability information...matches said subscriber service subscribed by said plurality of service users. Accordingly, the Applicant respectfully submits that Kouketsu does not identically disclose all of the recited elements in claims 1, 18-19 and 21. Therefore, the allowance of claims 1, 18-19 and 21 is respectfully requested.

The Examiner rejected claims 14 and 17 under 35 U.S.C. § 102(e) as being anticipated by Grandgent et al. (US 2003/0021400). The Applicant respectfully traverses the Examiner's rejection. In view of the above amendments and the following remarks, the Examiner's favorable reconsideration is respectfully requested.

The Applicant respectfully submits that claim 14 is allowable under 35 U.S.C. § 102(e) because Grandgent does not identically disclose the recited element: notifying the plurality of service users that the most lightly loaded service provider is present on the network. The Examiner stated that Grandgent notifies the plurality of service users that the most lightly loaded service provider is present on the network. To the contrary, the cited portion of Grandgent discloses "the RR determines which line on which bridge to allocate" when a request for a line is received. In other words, the RR of Grandgent allocates resources after receiving a request from a user. This is not identical to notifying a user that the most lightly loaded service provider is present on the network prior to receiving a request for the service so that the user can selected the most lightly loaded service provider. Accordingly, the Applicant respectfully submits that Grandgent does not identically disclose all of the recited elements in claim 14. Therefore, the allowance of claim 14 is respectfully requested.

The Applicant respectfully submits that claim 17 is allowable under 35 U.S.C. § 102(e) because Grandgent does not identically disclose the following recited elements: (1) receiving by the presence server, a second request message for the conferencing service; (2) determining by the presence server, whether the second request message is also from the first requesting user; (3) forwarding the second request message from

the presence server to the first conference server, upon determining that the second request message is also from the first requesting user; and (4) assigning by the presence server, a second conference server to the second requesting user in round-robin fashion, upon determining that the second request message is from a second requesting user.

The Examiner stated that Grandgent disclosed these elements; but, the cited portion does state anything about a second request message, determining whether the second request message is from the first requesting user, a second conference server or a round-robin fashion:

> Call setup messaging is routed through carrier's network terminating with an SS7 ISUP message being sent to the SS7 server 42...The MT Server 44 performs account and group validation. The MT Server 44 creates a list of phone numbers from the group, presence information, and configuration options. The MT Server 44 consults with the Resource Registrar to get a conference with the appropriate number of lines. The MT Server 44 then sends a message to the MC Server 50 requesting a conference be created.

(Page 8, paragraph [0113]). The Examiner also stated that some of the recited elements are inherently disclosed in Grandgent. The cited portions of Grandgent are not identical to the recited elements of claim 17. Accordingly, the Applicant respectfully submits that Grandgent does not identically disclose all of the recited elements in claim 17. Therefore, the allowance of claim 17 is respectfully requested.

3.) Claim Rejections – 35 U.S.C. § 103 (a)

The Examiner rejected claims 2 and 11 under 35 U.S.C. § 103(a) as being unpatentable over Kouketsu in view of Hyong et al. The Examiner also rejected claims 12 and 13 under 35 U.S.C. § 103(a) as being unpatentable over Kouketsu in view of Schulzrinne et al.

Claims 2 and 11-13 depend from claim 1 and recite further limitations in combination with the novel elements of claims 1. In addition, the Applicant respectfully

submits that claims 1, 14 and 17-18 are also allowable under 35 U.S.C. § 103. Therefore, the allowance of claims 1-2, 11-14, 17-19 and 21 is respectfully requested.

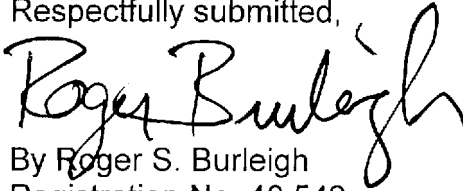## 4.)   Allowable Subject Matter

The Applicant notes with appreciation the conditional allowance of claims 3-10, 15-16 and 20.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

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